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Tarrant County Texas

2008 Sep 05 09:32 AM

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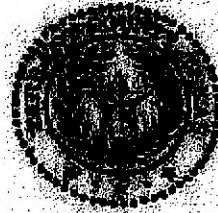
Submitter: SIMPLIFILE

D208346132

3 Pages



Suzanne Henderson



CHEAPEAKE ENERGY CORP.
ATTN: RECORDING TEAM
P.O. Box 18496
Oklahoma City, OK 73154

Submitter: Chesapeake Operating, Inc.

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

ELECTRONICALLY RECORDED
BY SIMPLIFILE

By: _____

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

D208346132

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

RATIFICATION, REVIVOR, & AMENDMENT OF PAID UP OIL AND GAS MINERAL LEASE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

Whereas, a certain Oil and Gas Lease dated September 8th, 2003, was executed by and between Four Sevens Oil Co., Ltd., as Lessee, and Exeltech, LLC, a Nevada limited liability company, whose address is 7317 Jack Newell Blvd. N., Fort Worth, Texas 76118, as Lessor, covering and describing 3.3871 acres, being all of Lots 1 and 2, Block 1, Riverbend East Office Park, an Addition in the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Volume 388-186, Page 91, Plat Records of Tarrant County, Texas; and being the same tracts of land in that Special Warranty Deed dated September 25, 2001 from Riverbend East 1 Limited Partnership to Exeltech, LLC, and filed of record at Volume 15158, Page 481, Deed Records, Tarrant County, Texas ("Lease");

Whereas said Lease is now owned by Chesapeake Exploration, L.L.C., an Oklahoma limited liability company (hereinafter referred to as "Chesapeake"); and,

Whereas said Lease expires on September 8th, 2008 and parties wish to revive said lease; and,

Whereas, Chesapeake and Exeltech desire to amend the Lease to provide for a primary term of Six (6) years from September 8th, 2003; and,

Whereas, Chesapeake and Exeltech desire to increase the royalties in the Lease from 22% to 25% (1/4); and

Whereas, the parties hereto now desire to revive, confirm, ratify & adopt said Lease as amended herein;

NOW THEREFORE, for good and valuable consideration in hand paid to Exeltech by Chesapeake, the receipt of which is hereby acknowledged and confessed, the undersigned do hereby adopt, ratify, revive and confirm the validity and effectiveness of said Lease in all of its terms and provisions, including any Amendments, Assignments or Extensions of said Lease, and/or any payments associated therewith that have been paid and received in full satisfaction and accord and fulfillment of any and all obligations of Lessee, and the undersigned do hereby lease, grant, demise and let said land unto Chesapeake, subject to and in accordance with all of the terms and provisions of said Lease, and any Amendments thereto, is a binding, valid effective and subsisting oil, gas and mineral lease as of the effective time provided in said lease and for all times thereafter as if said Lease had not expired.

Notwithstanding anything to the contrary, the undersigned do hereby additionally agree as follows:

1. The Lease is hereby amended to provide for a primary term of Six (6) years from September 8th, 2003.
2. The Lease is hereby amended to provide for royalties of 1/4.
3. Exeltech does hereby revive, adopt, ratify and confirm said Lease in all of its terms and provisions as a valid and subsisting lease and does hereby lease, grant, demise and let said land and premises unto Chesapeake, its successors and assigns, subject to and in accordance with all of the terms and provisions of said Lease as amended herein.
4. The terms and provisions of this ratification, revivor and amendment shall supersede and control over any competing provisions in the lease.

Although this lease expired under its terms, it was revived and ratified on the 19 day of Aug, 2008 by Lessor and Lessee and, as of the date of this agreement, the lease is in full force and effect.

The provisions of this agreement shall extend and be binding on the heirs, successors, and assigns of the parties.

IN WITNESS WHEREOF, this instrument is executed this 19 day of August 2008.

Lessor:

Exeltech, LLC, a Nevada limited liability company

By: [Signature]
Name: GARY J CHEMELEWSKI
Title: PRES

Lessee:

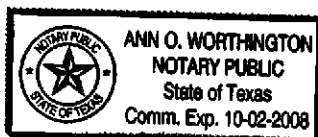
Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

By: [Signature] [Signature]
Henry J. Hood, Senior Vice President
Land and Legal & General Counsel

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 19 day of August 2008, by GARY J. Chemelewski as President of Exeltech, LLC, a Nevada limited liability company, personally known to me.



[Signature]
Notary Public State of Texas
Notary's Printed Name: ANN O. WORTHINGTON
Commission Expires: 10-02-2008

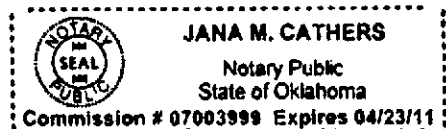
STATE OF Oklahoma §
COUNTY OF Oklahoma §

Before me, the undersigned, a Notary Public in and for said County and State, on this 25th day of August, 2008, personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of **Chesapeake Exploration L.L.C.**, an Oklahoma limited liability company, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires: 4-23-11
My Commission Number: 07003999



Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154